



APPLICATION FOR NON-PROFIT SPECIAL USE PERMIT
OLYMPIC NATIONAL PARK
600 East Park Avenue
Port Angeles, WA 98362
(360) 565-3007

Applicant Name: _____

Organization Name: _____

Parent Organization: _____ Same as above ☐

Organization's Address: _____

Phone Number: _____ **Fax:** _____

Email: _____ **Website:** _____

Federal Tax ID (EIN): _____

Organization's IRS Exemption Code {example: 501(3)(c)}: _____

Nature of Organization (educational, charitable, etc.): _____

Briefly describe the purpose for which your organization was established.

THE FOLLOWING ITEMS MUST BE SUBMITTED WITH YOUR APPLICATION:

1. A Statement attesting that no taxable income will be derived from activities in the NPS boundaries. This Statement must be signed by an authorized individual such as an officer of the organization or a person authorized by a Power of Attorney. If a power of attorney is used, please attach a copy.
2. Proof of the organization's Federal tax-exempt status that shows the section of the IRS code under which the organization is exempt.
3. Copy of latest IRS Tax Return and Schedules (Form 990, 990-EZ, 990-N, 990-T, etc).
4. **Operating Plan.** At a minimum include:
 - Description of proposed services to be provided;
 - Detailed itineraries for each planned trip showing their beginning and ending dates, routes and trailhead entries and exits, group sizes, and camping locations;
 - Season or main period(s) of operation;
 - Description of client base or target audience;
 - Description of motorized equipment, watercraft, or stock use (if any);
 - Description of your requirements for employment, staff training programs, etc.;
 - Outline of environmental education information that will be provided to your trip participants;
 - Sanitation precautions/procedures that apply to your service;
 - Lesson plan in Leave No Trace practices, park rules and regulations, and other resource protection measures.

5. **Identification for ALL paid and unpaid staff who will be working under your permit:**
- Copy of current resume showing their qualifications;
 - Two medical certifications: Copy of a current (a) CPR card and a current (b) First Aid, Wilderness First Aid, or Wilderness First Responder card;
 - Copy of a current food handlers card for each staff member who prepares food for trip participants.
- Please do not send copies of driver's licenses, social security cards, or passports.**

You must notify us in writing of any staff changes during your operating season.

6. **Current brochure and advertising materials or information about advertising, e.g., websites, etc.**
7. **Description of client charges and fees, and what the charges cover. Attach rate sheet.**
8. **Certificate of Insurance meeting NPS permit requirements. The U.S. Government must be included as the certificate holder and additionally insured on the certificate as follows:**
*U.S. Government, National Park Service
Olympic National Park
Attn: Concession Specialist
600 East Park Avenue
Port Angeles, WA 98362*
9. **Safety or Risk Management Plan. This may include, but is not limited to, evacuation and emergency procedures, contact points, use of cellular or satellite phones, first aid equipment and training, etc.**
10. **Firearms policy for staff and trip participants.**
11. **Visitor's Acknowledgement of Risks form (blank form attached—Exhibit 2). The NPS does not allow use of a liability waiver form, insurance disclaimer, and/or indemnification agreement for park trips.**
12. **A \$100.00 non-refundable application/administrative fee made out to "NPS-DOI".**

Have you ever provided, or are you currently providing, services under a license/permit issued by a state or federal land management agency?

☐ Yes ☐ No

If Yes, please indicate the agency/agencies, location(s), dates, type of service offered, and all previous names used in these operations.

I HEREBY CERTIFY that I am of legal age and am authorized to do business in Washington State. I have personally examined the information contained in this application and certify that this information is correct to the best of my knowledge.

Applicant's Signature (sign in ink)

Date

Title 18, U.S.C. Section 1001, makes it a crime for any person knowingly and willfully to make to any department or agency of the United States any false, fictitious or fraudulent statements or representations as to any matter within its jurisdiction.

Please send the completed application form with the required documents and \$100.00 non-refundable administrative fee at least one month prior to your park trip or no later than May 1 (whichever occurs first) to:

**Concession Office
Olympic National Park
600 East Park Avenue
Port Angeles, WA 98362**

Further information may be obtained by telephoning Lisa Hilt, Concession Office, at (360) 565-3007.

ADDITIONAL INFORMATION ON INSURANCE AND INDEMNITY

The following is general information regarding minimum requirements of insurance and indemnity. Exact insurance requirements and liability minimums specific to your proposed commercial service activity are noted in the conditions of the sample Commercial Use Authorization (enclosed).

1. General.

The permit holder shall save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the permit holder and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the permit holder shall be approved by the Superintendent. The permit holder shall annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and shall provide the Superintendent ten (10) days' written notice of any material change in the permit holder's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the permit holder proves to be inadequate or otherwise insufficient for any reason whatsoever.

2. Public Liability.

The permit holder shall provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permit holder in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability shall be **\$300,000** per occurrence covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the CUA holder shall obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

All liability policies are to specify the insurance company shall have no right of subrogation against the United States of America or shall provide that the United States of America is named an additional insured.

The permit holder shall also obtain the following additional coverages at the same limits as required for the permit holder's comprehensive general liability insurance unless other limits are specified below:

a. Automobile liability: To cover all owned, non-owned, and hired vehicles by the permit holder. Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages as required by the State of Washington. **Minimum amount: \$25,000/\$50,000/\$10,000.**

b. Worker's Compensation: Statutory Worker's Compensation and employees' liability as required by the State of Washington.

STATEMENT REGARDING TAXABLE INCOME

A non-profit organization is an organization that has been determined by the Internal Revenue Service to be exempt from Federal income taxation as a nonprofit or not-for-profit organization under the terms of the Internal Revenue Code.

TO: National Park Service, Olympic National Park

FROM: _____
Name of Organization

Tax Identification Number: _____

Address: _____
Address, City, Zip

Phone Number: _____

The above named organization requests authorization to conduct the following activity(ies) in Olympic National Park as described below for the year _____:

Activity(ies)

By signing below, the above named organization certifies that no taxable income will be derived from activities engaged in Olympic National Park under the Special Use Permit.

Signature of Officer

- or -

Person Authorized by Power of Attorney*

Printed Name

Title

Date

***Attach a copy of POA to this Document.**

UNITED STATES DEPARTMENT OF THE INTERIOR
National Park Service
(PARK NAME)
Special Use Permit

SAMPLE

NAME	
ORGANIZATION	
ADDRESS	
TELEPHONE NUMBER	FAX
NUMBER	

Park Alpha Code: _____

Type of Use: _____

Permit #: _____

_____ is hereby authorized to use the following described
land or facilities in the above named area:

The area must be restored to its original condition at the end of the permit.

The permit begins at _____ (am/pm) on _____ (Month/Day/Year)

The permit expires at _____ (am/pm) on _____ (Month/Day/Year).

SUMMARY OF PERMITTED ACTIVITY: (see attached sheets for additional information and conditions)

Person on site responsible for adherence to the terms and conditions of the permit (include contact information): _____

Authorizing legislation or other authority: _____

NEPA Compliance: CATEGORICALLY EXCLUDED ___ EA/FONSI ___ EIS ___ PEPC # _____ OTHER _____

APPLICATION FEE Received ___ Not Required ___ Amount \$ _____

PERFORMANCE BOND: Required ___ Not Required ___ Amount \$ _____

LIABILITY INSURANCE: Required ___ Not Required ___ Amount \$ _____

COST RECOVERY: Required ___ Not Required ___ Amount \$ _____

FACILITY USE FEE: Required ___ Not Required ___ Amount \$ _____

LOCATION FEE: Required ___ Not Required ___ Amount \$ _____

ISSUANCE of this permit is subject to the attached conditions. The undersigned hereby accepts this permit subject to the terms, covenants, obligations, and reservations, expressed or implied herein.

PERMITTEE _____
Date _____ Signature _____ Title _____

Authorizing NPS Official _____
Signature _____ Superintendent _____ Date _____

Authorizing NPS Official _____
(additional if required) Signature _____ Title _____ Date _____

CONDITIONS OF THIS PERMIT

1. The permittee is prohibited from giving false information; to do so will be considered a breach of conditions and be grounds for revocation: [36 CFR 2.32(a)(3)].
2. The permittee shall exercise this privilege subject to the supervision of the Superintendent or designee, and shall comply with all applicable Federal, State, county and municipal laws, ordinances, regulations, codes, and the terms and conditions of this permit. Failure to do so may result in the immediate suspension of the permitted activity or the termination of the permit.
3. If any provision of this permit shall be found to be invalid or unenforceable, the remainder of this permit shall not be affected and the other provisions of this permit shall be valid and be enforced to the fullest extent permitted by law.
4. The permittee is responsible for making all necessary contacts and arrangements with other Federal, State, and local agencies to secure required inspections, permits, licenses, etc.
5. Failure to comply with any of the terms and conditions of this permit may result in the immediate suspension or revocation of the permit. All costs associated with clean up or damage repairs in conjunction with a terminated permit will be the responsibility of the permittee.
6. This permit may be revoked at the discretion of the Superintendent upon 24 hours notice, or without notice if damage to resources or facilities occurs or is threatened, notwithstanding any other term or condition of the permit to the contrary.
7. This agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the (Permittee/Grantee), its agents or employees, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this agreement or occasioned by any occupancy or use of said premises or any activity carried on by the (Permittee) in connection herewith, and the (Permittee) hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents, and employees from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.
8. Permittee agrees to carry general liability insurance against claims occasioned by the action or omissions of the permittee, its agents and employees in carrying out the activities and operations authorized by this permit. The policy shall be in the amount of **\$300,000** and underwritten by a United States company naming the United States of America as **additionally insured**. The permittee agrees to provide the Superintendent with a Certificate of Insurance with the proper endorsements prior to the effective date of the permit.

9. Permittee agrees to deposit with the park a bond in the amount of \$ 0.00 from an authorized bonding company or in the form of cash or cash equivalent, to guarantee that all financial obligations to the park will be met, including the restoration and rehabilitation of the permitted area.
10. Costs incurred by the park as a result of accepting and processing the application and managing and monitoring the permitted activity will be reimbursed by the permittee. Administrative costs and estimated costs for activities on site must be paid when the permit is approved. If any additional costs are incurred by the park, the permittee will be billed at the conclusion of the permit. Should the estimated costs paid exceed the actual costs incurred; the difference will be returned to the permittee.
11. The person named on the permit as in charge of the permitted activity on-site must have full authority to make any decisions about the activity and must remain on-site at all times. He/she shall be responsible for all individuals, groups, vendors, etc. involved with the permit
12. As a condition of acceptance of this permit by the permittee and pursuant to 41 U.S. C. 22, "No Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or accepted by or on behalf of the United States, or to any benefit to arise thereupon."
13. Nothing herein contained shall be construed as binding the Service to expend in any one fiscal year any sum in excess of appropriations made by Congress or administratively allocated for the purpose of this Agreement for the fiscal year, or to involve the Service in any contract or other obligation for the further expenditure of money in excess of such appropriations or allocations.
14. This permit may not be transferred or assigned without the prior written consent of the Superintendent.

**OLYMPIC NATIONAL PARK
SPECIAL USE PERMIT (NON-PROFIT)
APPENDIX A**

SPECIAL PARK CONDITIONS

ALL PERMITTEES

1. The Special Use Permittee's activity in the park should be related to the purpose for which the non-profit organization was established and authorized by the Internal Revenue Service (IRS).
2. Permittee must provide the National Park Service (NPS) with a copy of their latest Internal Revenue Service (IRS) Tax Return and Schedules (Form 990, 990-EZ, 990-N, 990-T, etc).
3. The permittee is prohibited from deriving any taxable income from its activities in the park and, if requested, will further substantiate this statement to the satisfaction of the National Park Service (NPS).
4. This permit may not be transferred, extended, or assigned under any circumstances. Services cannot be subcontracted to anyone else, e.g., horse packers, llama packers, etc. These operators are required to have their own separate permit.
5. The permittee and all trip participants authorized herein must comply with all of the conditions of this permit including all exhibits, amendments, written directions, and Olympic National Park Superintendent's Compendium. Three violations (to be referred to as "strikes") of these conditions of the SUP will result in the revocation of the SUP for the remainder of the current year and a one year moratorium on renewal of the SUP.
6. Special Use Permit application or renewal packages must be received by the Superintendent a minimum of one month prior to the first trip in the park or no later than May 1, whichever occurs first. **Application or renewal packages received at the park after May 1 will not be processed for the year.**
7. The permittee will provide the Superintendent with an Operating Plan for approval, which will include:
 - a. Description of proposed services to be provided;
 - b. Detailed itineraries for each planned trip showing their beginning and ending dates, routes with trailhead entries and exits, group sizes, and camping locations;
 - c. Season or main period(s) of operation;
 - d. Brief description of participant base or target audience;
 - e. Description of motorized equipment, watercraft, or stock use (if any);
 - f. Outline of environmental education information that will be provided to your participants;
 - g. Sanitation precautions/procedures that apply to your service;
 - h. Lesson plan in Leave No Trace practices, park rules and regulations, and other resource protection measures.
8. The permittee will provide the Superintendent with a list of the paid and unpaid staff who will guide in the park, along with current resumes showing their qualifications and a copy of certifications. The certifications will include two medical certifications: a current (a) CPR card and a current (b) First Aid, Wilderness First Aid, or Wilderness First Responder card for each staff member on the trip. A food handlers card for each staff member is also required if they are preparing food for your trip participants. **Each staff member will carry a copy of all required certifications with them at all times while guiding in the park.** The park will be notified in writing of any staff changes during the operating season, and current resumes and certifications will be submitted for new

staff. A Wilderness Camping Permit will not be issued for a group without valid certifications for every staff member in that group.

9. The permittee will file with the Superintendent copies of advertising brochures or other handouts describing trips in the park. The holder must have a valid SUP to advertise park trips.

10. The permittee will provide the Superintendent a current Risk Management or Safety Plan covering park trips.

11. Visitor's Acknowledgement of Risk Form (Exhibit 2). An NPS Visitor's Acknowledgement of Risk form will be used for all park trips, and must be signed by each trip participant. An unsigned copy will be submitted to the park for inclusion in each SUP record. Waivers of liability, insurance disclaimers, and/or indemnification agreements are not allowed for park trips.

12. Annual SUP Survey (Exhibit 1). Within sixty (60) days after the end of each year from the effective date of this authorization, the permittee will submit an annual survey, which summarizes total in-park visitor use and includes gross revenues for the year. For the purpose of this authorization, gross revenues are defined as:

a. The total amount received, realized by, or accruing to the business operator for all sales of goods and services provided by the business operator for payment by cash, barter, or credit pursuant to the privileges granted by the authorization. This includes income from subsidiary or other operations located outside of lands administered by the National Park Service to the extent that they support operations authorized by this authorization.

b. Gross receipts generated from subsidiary or other operations located outside of the park that do not participate in the provision of the service will not be included in the calculation of revenues generated under this authorization.

13. This SUP is applicable only for the use of the area(s) and term(s) designated.

14. The Superintendent may prohibit the permittee from using areas of heavy use during certain periods of the year. When camping or traveling off-trail, SUP groups will not camp in the same locations more than once in a three year period.

15. It is expressly agreed and understood that this SUP does not authorize the permittee to advertise, solicit business, collect any fees, or sell any goods or services on lands owned and controlled by the United States.

16. The permittee or staff must provide all participants with an orientation prior to the trip which emphasizes safety; camping in animal habitats; Leave No Trace principles; park rules and regulations; and the nature, demands, and dangers of the trip. Non-compliance with park regulations by the permittee and/or its trip participants will be grounds for:

- a. The permittee and/or its trip participant(s) who committed the violation(s) may be individually cited for the violation(s);
- b. The SUP will be revoked for repeated violations by the permittee and/or its trip participant(s).

17. All accidents/incidents resulting in personal injury or illness requiring evacuation and/or more than first aid treatment, or damage to park resources, will be reported to park dispatch (360-565-3000 ext. 0) as soon as reasonable, but no more than 24 hours following the incident. The permittee is responsible for ensuring that all participants are safely equipped and properly clothed prior to the trip. Each group must carry a first aid kit.

18. The area(s) authorized for use under this permit must be left in substantially the same condition as it was prior to the activities authorized herein. The permittee will be liable for any damages to property of the United States resulting from the activities authorized hereunder.

19. The permittee will ensure that all participants on their trip are camping and traveling on durable surfaces, such as dirt, gravel, rock, snow, or forest duff. The permittee will educate its staff and participants about vulnerable subalpine and alpine plant communities in Olympic National Park and will include an outline of this "environmental education" curriculum in its Operating Plan submitted with the SUP application. Participants must travel and congregate on durable surfaces; group members traveling off trails must spread themselves out to disperse impacts while hiking on vegetation. Groups must situate tent sites and common areas for gathering and cooking on bare ground; individuals must travel between tent sites and these common areas on durable surfaces. Groups must camp on bare ground (unvegetated surfaces such as dirt, gravel, rock, snow, or forest duff). Camping on meadows of heather (genus *Phyllodoce*), huckleberry (genus *Vaccinium*), Partridge Foot (*Leutkea pectinata*), lilies (genus *Erythronium*), Sitka Valerian (*Valeriana sitchensis*), or other vulnerable vegetation is prohibited.

20. Every group is required to carry a copy of this permit while operating in the park, and this copy must be presented to park officials upon request. The permittee will ensure that every staff member reads and understands the contents and conditions of the SUP.

21. Nondiscrimination. The following provisions constitute Section 1 in accordance with Executive Order No. 11478 of August 8, 1969, as amended by Executive Order No. 13087 of May 28, 1998, and as amended by Executive Order No. 13152 of May 2, 2000. If use of the resource covered by their authorization will involve the employment by the permittee of a person or persons, the holder agrees as follows:

a. The permittee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. The permittee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

b. The permittee will, in all solicitations or advertisements for employees placed by or on behalf of the permittee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, handicap, age, sexual orientation, or status as a parent.

c. The permittee will comply with all provisions of Executive Order No. 11478 of August 8, 1969, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor.

d. In the event of the permittee's noncompliance with the non-discrimination clauses of this SUP or with any of such rules, regulations, or orders, this SUP may be canceled, terminated or suspended in whole or in part.

WILDERNESS (BACKCOUNTRY) OPERATIONS

1. Rules and Regulations. The permittee will monitor their staff's knowledge of and compliance with the Wilderness Trip Planner at <http://www.nps.gov/olymp/planyourvisit/wilderness-trip-planner.htm>; the Superintendent's Compendium posted at <http://www.nps.gov/olymp/planyourvisit/guiding-in-the-park.htm>; and the "Special Park Conditions" section of the SUP also posted at

<http://www.nps.gov/olym/planyourvisit/guiding-in-the-park.htm>. Questions about park rules and regulations may be directed to staff at the Wilderness Information Center (WIC) in Port Angeles by calling (360) 565-3100 or by emailing OLYM_WIC@nps.gov.

2. **Wilderness Camping Permit.** One staff member will represent the permittee by holding a Wilderness Camping Permit that authorizes the group to camp overnight in Olympic National Park. This permit is separate from the Special Use Permit.

a. All Wilderness Camping Permits must be requested from and confirmed by the Port Angeles WIC. Self-registering at trailheads or ranger stations is not allowed. Any changes to your Wilderness Camping Permit must be approved by the Port Angeles WIC. Application for a Wilderness Camping Permit must be initiated with the CUA/SUP Permit Request Form located at <http://www.nps.gov/olym/planyourvisit/guiding-in-the-park.htm> and sent to the WIC at least two weeks prior to the start date of each trip. These will be accepted by email, fax, or postal mail only. Staff must identify themselves as operating under a SUP when requesting issuance of a Wilderness Camping Permit.

b. In areas where permits are limited, Permits Request Forms are accepted starting March 15 each year for trips taking place during the limited use season (May 1 through Sept. 30). Please see the Wilderness Trip Planner Trail and Campsite Map for locations where Wilderness Camping Permits are limited. It is recommended that permits for these locations be set up well in advance. For locations where they are not limited, reservations are not available, but permits can be set up for the season starting March 15. A "Wilderness Permit Confirmation Letter" will be emailed if the Permit Request Form is accepted and confirmed; this letter is not a Wilderness Camping Permit, and the permit must be issued through the WIC or other ranger station. Except for groups arriving without sufficient time at the end of the day to process a permit, Wilderness Camping Permits can also be obtained in person at the WIC in Port Angeles.

c. Before the WIC will take your wilderness reservation or issue a Wilderness Camping Permit, your SUP must be finalized and staff resumes and all other required certifications received by the WIC and the Park's Concession Office. Staff certifications must be mailed, faxed, or emailed to these two offices no later than 30 days prior to the first day of your hike. Each staff member will carry a copy of all required certifications with them while guiding in the park. The WIC will not make any phone calls, arrange last-minute faxes, nor make special arrangements of any kind if the staff arrives unprepared.

d. Persons acting under a SUP who are not camping with the staff member named on a Wilderness Camping Permit are required to obtain a separate Wilderness Camping Permit through the WIC.

3. **Food Storage.** All of Olympic National Park is designated as a secure food storage area. All food, garbage, and scented items must be properly stored at all times. Proper food storage methods are addressed at <http://www.nps.gov/olym/planyourvisit/wilderness-food-storage.htm>. All refuse will be packed out. Packers transporting food and other scented items for groups must fulfill food storage requirements until the load is transferred to the group receiving it.

a. Each participant must carry at least one park-approved animal-resistant food container ("bear canister") for overnight travel in all areas of Olympic National Park. In the following areas, bear canisters are the only authorized food storage method: on the wilderness coast (Hoh River to north boundary at Shi-Shi); Royal Basin area from the Lower Meadow (.75 miles below Royal Lake) to and including Upper Royal Basin and Deception Basin; Sol Duc River drainage/Seven Lakes Basin High Divide Loop area to include all camps adjacent to and enclosed by the Deer Lake Trail, High Divide Trail, Lunch Lake Trail, Sol Duc River Trail, Mink Lake Trail, East High Divide Trail, and Cat Basin Way Trail; and in all other areas where food cannot be hung at least 12 feet high and 10 feet suspended horizontally from any fixed object.

b. In all other park areas, the permittee will only use approved animal-resistant food containers (“bear canisters”) for food storage for all trips when the duration of the trip is four (4) nights or fewer. If the duration of the trip is greater than four (4) nights, a combination of bear canisters and park bear wires may be used. In areas without bear wires, all food and scented items that do not fit in bear canisters (minimum one per person) must be suspended a minimum of 12 feet from the ground and 10 feet out from the nearest tree trunk. At least 100 feet of rope is recommended for hanging food properly.

c. Bear canisters borrowed from the WIC or other park permit offices must be returned clean and to the location specified at the time the permit is issued. Failure to comply will result in the loss of the privilege to use park-owned bear canisters.

4. **Inspection.** Prior to entering the backcountry, all staff and participants will inspect boots, backpacks, bicycles, and equipment for plant parts, mud, or other materials that could harbor weed seeds. All equipment will be appropriately cleaned before entering the park to prevent the spread and introduction of non-native plants.

5. **Experience Requirement.** At least one staff member must have experience in the wilderness (backcountry) areas in which they guide.

6. **Staff-to-Client Ratio.** Each wilderness (backcountry) trip will be accompanied by one staff member for each eight visitors or fraction thereof, with a maximum group size of 12 persons, which includes the staff.

7. **Pets, Wheeled Devices, and Firearms.** Pets, bicycles, and other wheeled devices are not allowed in the Olympic National Park wilderness (backcountry). Permittee will create a firearms policy for their staff and trip participants and provide a copy to the park.

8. **Caches Prohibited.** Equipment or food caches (items left unattended for more than 24 hours) are prohibited within Olympic National Park.

9. **Public Health.** To ensure minimum standards for public health are maintained in the wilderness (backcountry) where front country standards are not achievable, the permittee conducting backpacking trips is “required” to comply with the guidelines of the U.S. Public Health Service (USPHS) for Food, Potable Water, Human Waste, Vector-Borne and Zoonotic Diseases, and Illness Reporting in backcountry operations. For additional information, go to: http://www.nps.gov/public_health/info/rms/rm83f.pdf. Staff for each trip or group are “required” to be a certified food handler if they are preparing food for trip participants. Staff will carry a copy of their food handlers card while guiding in the park. A food service worker training card issued by a state, county, or local health department will be accepted.

**OLYMPIC NATIONAL PARK
SPECIAL USE PERMIT (NON-PROFIT)
APPENDIX B**

INSURANCE AND INDEMNITY

1. **General.** The permittee will save, hold harmless, defend and indemnify the United State of America, its agents and employees, for losses, damages, or judgments and expenses on account of fire or other peril, bodily injury, death or property damage, or claims for bodily injury, death or property damage, of any nature whatsoever and by whomsoever made, arising out of the activities of the permittee and his/her employees, subcontractors or agents under this license. The types and amounts of insurance coverage purchased by the permittee will be approved by the Superintendent. The permittee will annually, or at the time insurance is purchased, provide the Superintendent with a Certificate of Insurance as evidence of compliance with this section and will provide the Superintendent ten (10) days' written notice of any material change in the authorization permittee's insurance program hereunder. The Superintendent will not be responsible for any omissions or inadequacies of insurance coverages and amounts in the event the insurance purchased by the permittee proves to be inadequate or otherwise insufficient for any reason whatsoever.

2. **Public Liability.**

a. The permittee will provide comprehensive general liability insurance against claims occasioned by actions or omissions of the permittee in carrying out the activities and operations authorized hereunder. Such insurance will be in an amount commensurate with the degree of risk and the scope and size of such activities authorized herein but, in any event, the minimum limits of liability will be **\$300,000** per occurrence covering bodily injury and property damage. If claims reduce available insurance below the required per occurrence limits, the permittee will obtain additional insurance to restore the required limits. An umbrella or excess liability policy in addition to a comprehensive general liability policy may be used to achieve the required limits. From time to time as conditions in the insurance industry warrant, the Superintendent reserves the right to revise the minimum required limits.

b. All liability policies are to specify the insurance company will have no right of subrogation against the United States of America or will provide that the United States of America is named an additional insured.

c. The permittee will also obtain the following additional coverages at the same limits as required for the permittee's comprehensive general liability insurance unless other limits are specified below:

(1) **Automobile liability.** To cover all owned, non-owned, and hired vehicles by the permittee. Comprehensive Automobile Liability, Uninsured Motorist coverages, and Statutory "No-Fault" coverages as required by the State of Washington. Minimum amount: **\$25,000/\$50,000/\$10,000**.

(2) **Worker's Compensation.** Statutory Worker's Compensation and employees' liability as required by the State of Washington.

(3) **Commercial Watercraft Liability.** This insurance is required for all owned, non-owned, and hired vessels used in providing services under this SUP within NPS areas. The minimum amount of Commercial Watercraft Liability insurance required for this SUP is **\$300,000 per occurrence**. A higher liability limit may be required.

3. **Insurance Companies.** Coverage provided by insurance companies must meet the following minimum requirements:

- a. All insurers for all coverages must be rated no lower than A- by the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- b. All insurers for all coverages must have a Best's Financial Size Category of at least VIII according to the most recent edition of Best's Key Rating Guide (Property-Casualty edition).
- c. All insurers must be admitted (licensed) in the State in which the entity is domiciled.

4. **Certificates of Insurance.**

a. The "U.S. Government, National Park Service, Olympic National Park, Attn: Concession Office, 600 East Park Avenue, Port Angeles, WA 98362" must be named as **additional insured** in the certificate permittee section of each Certificate of Liability Insurance. The **services authorized** by the SUP and covered by the insurance must be stated in the description of operations section of the Certificate of Insurance. The **policy number** must appear on the Certificate of Insurance; binders are unacceptable. **The Certificate of Insurance for all Liability and Worker's Compensation Insurance must contain a 30-day cancellation clause.**

b. It is the responsibility of the permittee to ensure that a current, correct copy of all Certificates of Insurance is always on file in the park concessions office. Failure to provide a current, correct copy of all Certificates of Insurance for the duration of the SUP will result in immediate suspension of the SUP.

c. The permittee is responsible for ensuring all Certificates of Insurance correctly state the type of liability, all additional insured, and services authorized, and contain the required 30-day cancellation clause.

d. The name on the certificate of insurance must match your business name, including any names used under "doing business as".



SPECIAL USE PERMIT (Non-Profit)
EXHIBIT 1

ANNUAL SPECIAL USE PERMIT SURVEY

Park Name: OLYMPIC NATIONAL PARK

Permittee Name: _____

Company Name: _____

Address: _____

Expiration Date: December 31, 201 SUP Number: _____

1. What service do you provide to the park visitor?

2. How many visitors did you serve this year within the park area?

3. How much time did you or your customers spend in the park (days/hours)?

4. Is the park or its resources a primary or exclusive destination?

5. Is the park only incidental to the service you provide? ____ Yes ____ No

If the answer is yes, why? _____

What percent of the activity actually takes place in the park overall?

6. What are the annual gross receipts generated as a result of being in the park \$ _____

7. How is the answer to #6 calculated? _____

**OLYMPIC NATIONAL PARK
SPECIAL USE PERMIT (SUP)
WILDERNESS USE SUMMARY**

Trip leaders/guides _____

Provide the following information for the past operating season From _____ To _____
(Dates)

Please answer the following questions. *Attach additional sheets if necessary.*

Number of clients _____ Total party size (guides + clients =) _____
Number of stock _____ Type of stock _____
Stock used only for supply drops? Yes _____ No _____

Location(s) of entries _____
Location(s) of exit(s) _____
Location(s) completed Wilderness Camping Permit(s) _____
Ranger-issued permit? Yes _____ No _____

Activity summary:

Consumptive activities (fishing, berry picking, campfires, etc.):

Volunteer work performed:

Problems/challenges encountered:

Impacts observed:

Contact made with NPS ranger? Yes _____ No _____
Location of contact (frontcountry office, backcountry ranger station, campsite, etc.):

WILDERNESS USE SUMMARY, CONTINUED

[illegible]

SPECIAL USE PERMIT (Non-Profit)
EXHIBIT 2

VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of _____ their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses (hereinafter collectively referred to as "_____", I agree as follows:

Although _____ has taken reasonable steps to provide me with appropriate equipment and skilled guides so I can enjoy an activity for which I may not be skilled, _____ has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. _____ does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

[description of risks]

I am aware that _____ entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of _____ has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, including all minor children in my care, custody, and control, for bodily injury, death or loss of personal property and expenses as a result of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and, as a result of my negligence in participating in this activity.

I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Signature

Date

Under 18, signature of parent or guardian

Signature

Date